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10 **Attorneys for Plaintiff**
11 **APPLIED BUSINESS SOFTWARE, INC.**

12 **UNITED STATES DISTRICT COURT**
13 **WESTERN DISTRICT OF CALIFORNIA**

14 **APPLIED BUSINESS SOFTWARE,**
15 **INC., a California corporation,**

16 **Plaintiff,**

17 **v.**

18 **WIZARD FINANCIAL**
19 **INVESTMENTS & LOANS, INC., a**
20 **California corporation and JOSEPH**
21 **BUSH, an individual,**

22 **Defendants.**

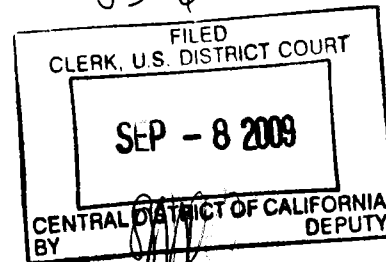
23 **WIZARD FINANCIAL**
24 **INVESTMENTS & LOANS, INC., a**
25 **California corporation,**

26 **Counter-Claimant,**

27 **vs.**

28 **APPLIED BUSINESS SOFTWARE,**
INC., a California corporation,

Counter-Defendant.



CASE NO. CV 08-05953 AHM (Ex)

CONSENT JUDGMENT AGAINST
DEFENDANTS WIZARD
FINANCIAL INVESTMENTS &
LOANS, INC. AND JOSEPH BUSH

Judge: Honorable A. Howard Matz

CONSENT JUDGMENT

Plaintiff, Applied Business Software, Inc.'s ("ABS") Complaint having been filed herein in the above entitled matter and the Stipulation for Judgment Against Defendants, Wizard Financial Investments & Loans, Inc. ("WIZARD") and Joseph Bush ("BUSH"), With a Stay of Entry of Said Judgment Unless and Until Said Defendants are in State of Uncured and Incurable Default With the Provisions of The Settlement Agreement of the Parties having been filed:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:


1. Judgment is hereby awarded to Plaintiff ABS, and against Defendants WIZARD and BUSH, in the amount of ninety thousand dollars (\$90,000.00), plus lawful interest thereon from and after August 15, 2009.

2. WIZARD and BUSH, and their agents, servants, employees, successors and assigns and all others in concert and privity with them, are permanently enjoined from unauthorized copying and use of ABS's eleven copyrighted modules: "The Mortgage Office," "Loan Servicing," "Loan Origination," "Trust Fund Accounting," "ACH Express," "DRE Annual Reporting," "Web Publishing Control," "Tax Forms Management and Printing," "Default Services and Tracking," "Document Manager" and "Plug-Ins Manager," and any prior versions thereof.

3. WIZARD, and its agents, servants, employees, successors and assigns and all others in concert and privity with them, including BUSH, are hereby ordered to destroy all copies of The Mortgage Office Software in their possession.

4. WIZARD is hereby ordered to specifically perform each of its obligations under the SLA in view of the termination thereof.

Dated: SEP - 8 2009


Hon. A. HOWARD MATZ
United States District Judge